

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made as of the 12<sup>th</sup> day of December 2013, by and between the Borough of Naugatuck (hereinafter the "Borough") and Robert Clark (hereinafter "Mr. Clark");

WHEREAS, the Borough desires to employ Mr. Clark as a seasonal Golf Pro/Pro Shop Manager and Mr. Clark desires to accept such employment, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### **1. EMPLOYMENT:**

The Borough hereby employs Mr. Clark in the seasonal position of Golf Pro/Pro Shop Manager and Mr. Clark accepts such employment pursuant to the terms and conditions set forth in this Agreement.

### **2. TERM OF AGREEMENT/EMPLOYMENT**

This Agreement shall commence on January 1, 2014 and expire on December 31, 2016. The parties agree that in the event that either the Borough or Mr. Clark do not agree to either extend this Agreement beyond December 31, 2016 or do not negotiate a successor agreement, Mr. Clark's employment with the Borough shall terminate effective on December 31, 2016.

### **3. DUTIES:**

Mr. Clark shall perform the customary duties associated with the position of Golf Pro/Pro Shop Manager, as described in the most current job description (attached hereto as Attachment A). Such duties shall include, but not be limited to, the management of the daily operations of the Pro Shop and Pro Shop personnel at Hop Brook Golf Course; the scheduling of personnel;

the operation/reporting of the POS computer system; the deposit of receipts; assistance with and management of accounts and budgets for Hop Brook Golf Course; overseeing and performance of cart maintenance, servicing and cleaning of carts; ordering of supplies, equipment and parts; acting, as required, as the office worker, starter ranger and maintenance worker; interface with the public; the enforcement of course rules; and the performance of annual reviews for subordinate staff.

In the performance of his duties, Mr. Clark shall report directly to the Director of Public Works. Mr. Clark shall use his best efforts in the performance of his work under this Agreement.

As the Golf Pro/Pro Shop Manager, Mr. Clark's work year shall be from April 1st through November 30th of each contract year. Mr. Clark shall work the necessary hours as the Golf Pro/Pro Shop Manager during the period from April 1st through November 30, 2014 to ensure that the needs of those using the Hop Brook Golf Course are met to the satisfaction of the Borough. Depending on weather, daylight and course conditions, Mr. Clark's work year may begin earlier than April 1<sup>st</sup> and/or may end later than November 30<sup>th</sup>, as approved by the Director of Public Works or his designee. In order to meet the needs of the Borough, Mr. Clark is expected to work a minimum of forty (40) hours per week during the period from April 1st through November 30th. Mr. Clark agrees that the Pro Shop shall be open from Thursday through Sunday 6:00 a.m. to sunset and Monday through Wednesday 7:00 a.m. to sunset. The Pro Shop hours may be adjusted depending on weather and daylight, as approved by the Director of Public Works or his designee.

#### **4. COMPENSATION AND BENEFITS:**

For services rendered under this Agreement, unless otherwise specified, the Borough shall provide the following to Mr. Clark:

(a) For the period from April 1, 2014, through November 30, 2014, Mr. Clark will be paid a base weekly salary of \$625.00 per week of work. Such salary shall be paid on a weekly basis during the period from April 1, 2014 through November 30, 2014.

(b) Prior to January 1, 2015, the Borough shall determine Mr. Clark's base weekly salary for the period of April 2, 2015 through November 30, 2015, however, in no event shall such base weekly salary be less than \$625.00. Such salary shall be paid on a weekly basis during the period from April 1, 2015 through November 30, 2015.

(c) Prior to January 1, 2016, the Borough shall determine Mr. Clark's base weekly salary for the period of April 1, 2016 through November 30, 2016, however, in no event shall such base weekly salary be than his base weekly salary for year two of this Agreement. Such salary shall be paid a weekly basis during the period from April 1, 2016 through November 30, 2016.

(b) For any period of time Mr. Clark works prior to April 1<sup>st</sup> and/or later than November 30<sup>th</sup> (as approved by the Director of Public Works or his designee), Mr. Clark will be paid a per diem hourly rate equal to his base weekly salary divided by forty (40) hours.. Such wages will be paid on a weekly basis during such extended work year period.

(c) Mr. Clark shall not be eligible for any other benefits from the Borough, such as but not limited to, paid sick days, paid vacation days, health and dental insurance or pension benefits.

(d) As the Golf Pro/Pro Shop Manager, Mr. Clark shall be permitted to utilize the Pro Shop to sell golf related items. Mr. Clark shall be responsible for the costs related to the purchase and sale of golf related items, including state sales tax. Mr. Clark shall keep all profits from the sale of golf related items that he has purchased for the Pro Shop and shall not be reimbursed for any losses incurred with respect to such items.

The Borough of Naugatuck shall receive one hundred percent (100 %) of the profits of all food and beverage items sold on the premises and shall be responsible for all related costs of purchasing and the sale of all food and beverage items.

(e) Mr. Clark shall attend monthly golf commission meetings, including during the off season. Mr. Clark agrees that he shall not receive any additional compensation from the Borough for attendance at such meetings.

#### **5. OUTSIDE ACTIVITIES:**

The Borough agrees that Mr. Clark may use the Hop Brook Golf Course for private lessons outside of his normal work hours. Mr. Clark and the Borough agree that such private lessons are not being engaged in by Mr. Clark as the Borough Golf Pro. Accordingly, Mr. Clark understands that during such times that he is providing private lessons, he is not acting as an employee of the Borough. Consequently, Mr. Clark agrees that the Borough shall not be responsible for any liability insurance and/or taxes related to such private lessons.

#### **6. TERMINATION:**

(a) Termination for Cause. In the event Mr. Clark is discharged for "Cause" (defined below) by the Borough, such termination shall be effective immediately. Notice of such termination shall be provided to Mr. Clark in writing by the Borough. "Cause" shall be defined as: (i) any act or omission that constitutes a breach by Mr. Clark of any of his duties and

responsibilities as the Golf Pro for the Borough; (ii) the continued and repeated failure or refusal of Mr. Clark to perform the duties required of him for the Borough; (iii) any violation by Mr. Clark of any law or regulation or Mr. Clark's conviction of a felony, or any perpetration by Mr. Clark of a common law fraud; or (iv) any other misconduct by Mr. Clark which is injurious to the financial condition or reputation of, or is otherwise injurious to the Borough.

(b) Termination Without Cause. Either party may terminate this Agreement for any reason provided that if terminated by the Borough, the Borough shall provide sixty (60) days advance written notice to Mr. Clark.

**7. INVALID PROVISIONS:**

The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**8. SURVIVORSHIP:**

Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination.

**9. RESOLUTION OF DISPUTES:**

Any differences, claims, or matters in dispute arising between the Borough and Mr. Clark out of, or connected with, this Agreement shall be submitted by Mr. Clark to arbitration with the American Arbitration Association.

**10. ATTORNEY'S FEES:**

In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorney's fees.

**11. CONSTRUCTION:**

This Agreement shall be construed according to the laws of the State of Connecticut.

**12. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the Borough and Mr. Clark with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

**13. PARAGRAPH HEADINGS:**

The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on

12<sup>th</sup>, December, 2013.

**WITNESS:**



**BOROUGH OF NAUGATUCK**

By: \_\_\_\_\_

  
Robert A. Mezzo, Its Mayor

**WITNESS:**



By: \_\_\_\_\_

  
Robert Clark